

3/1

**STUART MANOR ESTATES**  
**COVENANTS AND RESTRICTIONS**

5/31/2006  
Page 1 of 12

All purchasers, their heirs, successors and assigns, of Estate Lots in Stuart Manor Estates shall take title subject to the following Covenants and restrictions and shall be bound thereby and the name Stuart Manor Estates shall, from this point forth, be inclusive of all estate lots shown on the recorded plat, as shall the name Estate Lot Owner be inclusive of the same:

**1. LAND USE:**

All estate lots herein are for residential use only, limited to one single family dwelling per estate lot. No estate lot divisions will be permitted. All construction on said estate lot shall be new. No building shall be moved onto said estate lot.

**2. DRAINAGE:**

In the event storm water drainage from any estate lot or estate lots flows across another estate lot, provision shall be made to permit such drainage to continue, without restriction or reduction, access to the downstream estate lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

No structure, including fences, shall be built upon said easements which will obstruct flow from the area being served.

**3. ESTATE LOT GRADING:**

Estate lots shall be graded so as not to restrict the surface water runoff or cause ponding or stoppage of said runoff over any estate lot in Stuart Manor Estates.

**4. SOIL EROSION CONTROL:**

All Estate Lot Owners shall be fully responsible and liable for providing proper erosion control on their estate lot. In the event proper erosion control is not maintained, the Estate Lot Owner shall be held responsible and liable for any and all damages incurred by the Developer its successors, heirs or assigns, and other Estate Lot Owners and any existing Stuart manor Estates Homeowners' Association. The Developer shall have the right to assess costs for the repair of damages caused by the Estate Lot Owner's failure to control erosion. The Estate Lot Owner is responsible and liable for the actions or the failure to act on the part of any builder, contractor, subcontractor or any entity or anyone else doing work on said estate lot.

The Estate Lot Owner shall also be held accountable to Morgan County Soil and Water Conservation District, Morgan County Drainage Board, and the Indiana Department of



MORGAN COUNTY RECORDER

KAREN BRUMMETT

CSD Date 06/14/2006

RECORDING:

I 200607562

13P

Time 14:56:11

37.06

Page 1 of 15

**STUART MANOR ESTATES**  
**COVENANTS AND RESTRICTIONS**

5/31/2006  
Page 2 of 12

Environmental Management for any failure to control erosion on said estate lot. Standards for erosion control on building estate lots are established by the Indiana Department of Natural Resources, Division of Soil and Water Conservation.

**5. TREE PRESERVATION EASEMENT:** A thirty (30) foot

Tree Preservation Easement is shown on the plat.

Within this easement, no "clear cutting" of trees shall be permitted except for diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons.

**6. DWELLING SIZE:**

No dwelling shall exceed three (3) stories in height. An attached side or rear entrance private garage for a minimum of two (2) cars must be included. The ground floor of the dwelling structure, exclusive of basements, garages and porches, shall not be less than two thousand five hundred (2,500) square feet of living area for a one story dwelling or less than one thousand five hundred (1,500) square feet of living area on the ground floor for a dwelling of more than one story. Total living area for a multi-story dwelling shall not be less than two thousand seven hundred (2,700) square feet.

**7. CONSTRUCTION REQUIREMENTS:**

All dwellings shall be at least 80% of brick or other masonry construction. No Masonite, vinyl, or aluminum siding. No log cabins, modular or mobile homes will be permitted. All dwellings must be built on a crawl space or basement. No slab construction will be allowed.

All porches and walkways on ground level attached to or adjacent to dwelling should be of masonry construction completely in theme and compatible with design and construction of dwelling.

All driveways and vehicle parking areas shall be hard surfaced with either concrete, asphalt or an acceptable alternate approved by the Director and shall be so surfaced from their point of connection with the abutting street to their point of connection with the garage apron. No gravel or stone driveways will be permitted.

All dwellings shall be completed on the exterior within twelve (12) months from the date of the commencement of construction. All dwellings shall be completed and the site graded and sodded, seeded or landscaped within fourteen (14) months from the date of the start of construction.

No construction of shacks, out-houses or trailers to remain on estate lot or used as a dwelling during construction. All job sites must remain neat and clean during construction. After

2

**STUART MANOR ESTATES  
COVENANTS AND RESTRICTIONS**

5/31/2006

Page 3 of 12

construction, any excess building material shall be kept in a facility as not to be visible to occupants of adjacent estate lots.

No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any estate lot as a dwelling, or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period.

Contractors are not allowed to burn materials at any time. Waste materials resulting from construction must be removed from property.

Prior to the start of, during, and upon conclusion of construction, proper erosion control methods shall be implemented.

Other structures (attached or detached) that may be allowed on an estate lot include and are limited to decks, gazebos, horse barns, additional detached garage, and fences. All other structures and/or buildings are prohibited.

No trailer, mobile home, tent, uncovered basement, shack, shed, wall, barrier, pet/animal house/structure or other structure shall be placed or constructed on any of said estate lots at any time.

All utility lines must be buried.

**8. SWIMMING POOLS AND/OR ASSOCIATED STRUCTURE:**

No above ground swimming pools shall be allowed, provided nothing herein shall preclude installation and use of hot tubs, spas, Jacuzzis or similar apparatus. In-ground swimming pools must have acceptable fence or other safety protection (i.e. locking, electric roll-back cover). One (1) pool accessory building/bath house will be permitted.

**9. FENCES:**

“Fence” means a barrier, man-made or natural, used for dividing or separating property, or for screening, or for restraining pets, children or horses.

No fence, wall or continuous shrub plantings, which would in any way serve the purpose of a fence, shall be erected until approval is obtained from the Director as to type, location and height.

No fence shall be placed on or along any estate lot boundary that will obstruct reasonable vision, light, air or view.

3

**STUART MANOR ESTATES**  
**COVENANTS AND RESTRICTIONS**

5/31/2006  
Page 4 of 12

Should an estate lot have fencing already in existence, adjacent estate lot should use same manufacture and rail count so as not to have a difference in tone or in style.

All fences shall be maintained in good repair.

**10. NUISANCE:**

"Nuisance" shall mean that which annoys, disturbs or needlessly harms another person or person's property. Nuisances include anything which is dangerous to life or health, indecent or offensive to the senses, interferes with the quiet enjoyment of the community, violates a reasonable person's standards of decency. It may include anything that is perceived to significantly decrease property values of neighbor(s) and/or the community.

No Nuisance shall be permitted to exist, operate, or be carried on upon any estate lot. Nor shall anything be done thereon which may be or may become an annoyance, nuisance, and/or interference with the quiet enjoyment of the neighborhood or to any Estate Lot Owner(s). Nor shall anything be done so as to be detrimental to any other estate lot in the vicinity thereof or its occupants and/or detrimental to the community in general.

No obnoxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.

No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

For greater clarification, no owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the owners or allow any such noise or disturbance to be made on his or her estate lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.

4

STUART MANOR ESTATES  
COVENANTS AND RESTRICTIONS

5/31/2006

Page 5 of 12

**11. STORAGE AND REFUSE DISPOSAL:**

No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles (including recreational vehicles, boats, trailers, motorcycles or any other motorized or unmotorized equipment) shall be permitted. Trash, garbage or other wastes shall be kept in sanitary animal proof containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. Open burning (including but not limited to leaves and trees) shall be no less lenient than the Morgan County or Indiana State law. The fire must be under continuous supervision of the homeowner.

**12. VEHICLE PARKING:**

“Vehicles” as used herein shall include, but not be limited to automobiles, trucks, motor homes, all-terrain vehicles, motorcycles, mini-bikes, motor scooters, go-carts, golf carts, campers, buses, vans, and/or other means of motorized transportation.

Vehicles shall be parked only in the garages or in the driveways, if any, serving the estate lots. Parking will not be allowed on North Manor Lane.

Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, motor coaches, trucks weighing in excess of three quarters of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or are unregistered shall not be permitted on the properties except within enclosed garages. For purposes of this section, a vehicle shall be considered “stored” if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Director.

Notwithstanding the foregoing, service and delivery vehicles may be parked in the properties for such period of time as is reasonably necessary to provide service or to make a delivery to an estate lot. Any vehicle parked in violation of this section or parking rules may be towed.

The intent of the Covenants/restrictions is to allow those vehicles that would be typically accepted in a residential subdivision.

Although vehicles with signage can legally be considered a commercial vehicle, it would not be intended that these vehicles be prohibited.

5

**STUART MANOR ESTATES  
COVENANTS AND RESTRICTIONS**

5/31/2006  
Page 6 of 12

**13. TRAFFIC EASEMENT:**

An easement is hereby created for the benefit of and granted to, all police, fire protection, school, ambulance, postal service, delivery vehicles and all similar persons to enter upon North Manor Lane in the performance of their duties.

**14. UTILITY EASEMENT:**

Areas designated as utility easements on this plat are dedicated as easements for the installation and maintenance of public utilities, reasonable and conveniently required, such as lines, ducts, gas and water mains or sewer mains and laterals, electric lines, telephone lines and cable television lines, not including transportation and transmission company lines. No structures shall be erected on or maintained within such areas. Maintenance of the easement area is the responsibility of the Estate Lot Owner(s) as determined by the Director.

**15. ANIMALS:**

Common and normally accepted domesticated household pets such as dogs and cats may be kept – no pigs – even as pets. In accordance with the Morgan County and the State of Indiana leash law, all pet owners are required to keep their animals within the confines of their property, unless personally attended and controlled on a leash, so as not to wander onto personal property of others and/or cause a nuisance.

Except for horses, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any estate lot.  (R)

The number of animals shall be limited to a number that the owner can maintain without causing a nuisance.

There must be at least one acre of pasture for each horse maintained on any estate lot excluding two (2) acres allowed for the dwelling & one (1) acre for Barn/Stable. 

All horses must be provided with suitable shelter. It is intended that this shelter be a Barn/Stable which provides one stall per animal and adequate feeding and watering stations. The design and installation of these facilities is subject to approval by the Director.

The area shall be properly fenced (\*see 9. FENCES)

Since it is specifically set out that Estate Lot Owners can keep a reasonable number of horses on their property, it is hereby agreed to by all Estate Lot Owners that the keeping of horses by one's neighbor will not generally constitute a nuisance.

6

**STUART MANOR ESTATES**  
**COVENANTS AND RESTRICTIONS**

5/31/2006

Page 7 of 12

If at any time an Estate Lot Owner who keeps horses on his/her property fails to maintain a clean and healthy environment for the animals, or breaches these Covenants in any other way, this document will not preclude legal remedies available to complainants.

No estate lot shall be used for commercial purposes regarding animals whatsoever.

**16. DIRECTOR:**

The initial Director shall be appointed by the Developer. The Developer's first appointee is Charles L. Stuart. The initial Director shall serve until all estate lots are sold unless otherwise determined by the initial Director, whereupon the Director shall be elected by a majority of the Estate Lot Owners present for a one (1) year term if a successor is elected and qualified.

The Director shall review and approve, deny or recommend any necessary changes for approval of all plans for the construction of residential dwelling houses, accessory buildings and all other structures to promote harmony of design and compatibility with existing structures and standards for this community. The Director shall also approve or deny any technical variation or exception from any construction requirements. The Developer and Director and his successors, heirs and assigns, shall make all appointments until all estate lot are sold in Stuart Manor Estates and all estate lot residential dwellings are constructed. The initial Director shall have the right to waive or alter any covenant or restriction.

The Director shall be responsible for the maintenance of North Manor Lane within Stuart Manor Estates and shall collect and deposit in a trust account all road maintenance levies in one account separate from any other. The Director shall approve, deny, or require recommended changes to all building plans, as to aesthetics, although subjective, and as to conformity to these Covenants and Restrictions.

**17. PURPOSE (OF COVENANTS AND RESTRICTIONS):**

The purpose of the Covenants and Restrictions, and all assessments levied by the Director shall be for the purpose of promoting the preservation, conservation of environment and beauty of Stuart Manor Estates, for promoting recreation, health, safety and welfare of the residents of Stuart Manor Estates and, in particular, for the improvements and maintenance of the common properties situated in the community including but not limited to the payment of insurance thereof and repair, replacement, maintenance of common areas including lighting, roadways, drain ways, culvert pipes, entrance of stone and brick sign, plantings and any future curbs and sidewalks and other common areas including the cost of labor, equipment, materials and management and supervision thereof.

**STUART MANOR ESTATES  
COVENANTS AND RESTRICTIONS**

5/31/2006  
Page 8 of 12

**18. GENERAL:**

No improvements, alterations, repairs, excavations, changes in grade, or other work that in any way alters any estate lot from its natural or improved state shall be made or done without prior written approval by Director.

An Estate Lot Owner may not use artificial channels or means to divert water from the member's estate lot to another estate lot. Each Estate Lot Owner is responsible to use said property as to not cause damage to other estate lots. Appropriate and adequate swales shall be created between adjoining estate lots that permits proper water drainage.

Owners of unoccupied estate lots shall at all times keep and maintain their property in an orderly manner causing weeds and other growth to be cut and maintained with such frequency as is consistent with good property management in general and is in keeping with the surrounding estate lots in specific. Vacant estate lots shall be maintained per the following terms: No trash shall be allowed to accumulate or vegetation allowed growing in excess of eight (8) inches in height. Unsold estate lots shall be mowed and maintained by the Director. If sold estate lots are not mowed or maintained, the Director shall have the option to mow or maintain the property by removing trash or debris and charge the Estate Lot Owner a reasonable fee as determined by the Director.

It is forbidden to use any portion of any estate lot for the purpose of dumping.

Accumulation of rubbish and debris on the premises shall be prohibited.

All trash shall be kept in sanitary containers and removed as needed or on a regular basis.

It shall be the responsibility of each Estate Lot Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Estate lot. The pursuit of hobbies or other activities, including specifically without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of any estate lot.

No waste shall be committed in any dwelling or on any estate lot.

Each Estate Lot Owner shall:

Mow the estate lot at such times as may be reasonably required in order to keep the grass no longer than eight (8) inches and prevent the unsightly growth of vegetation and noxious weeds.



**STUART MANOR ESTATES**  
**COVENANTS AND RESTRICTIONS**

5/31/2006

Page 9 of 12

Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate.

Cut down and remove dead trees.

Where applicable, prevent debris and foreign material from entering drainage areas.

Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

**19. SIGNS:**

No signs of any kind shall be displayed to the public view on any estate lot except for one sign of not more than five (5) square feet advertising the property for sale. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction, however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the Developer while estate lots are being sold.

**20. ENFORCEMENT:**

The right to enforce these Covenants and Restrictions by injunction or to seek damages for violation or other remedy is dedicated to the owners of the estate lots herein, and to the Director. The Covenants and Restrictions shall remain in full force and effect and shall be binding on all parties and all persons claiming ownership of record for twenty-five (25) years from the date that this plat is recorded, at which time such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless otherwise agreed to by a 75% majority of Estate Lot Owners of this community. An owner will be allowed one vote for each estate lot owned. Invalidation of any Covenant or Restriction herein by judgment, court order or otherwise, shall not affect any other Covenant or Restriction. Violation of a Covenant or Restriction shall not cause forfeiture or reversion of title.

**CHICAGO TITLE**

Enforcement of the Stuart Manor Estates Covenants and Restrictions set out in the Agreement shall be, by proceeding at law, instated by the Developer as shown on the plat of record, the owner of any Estate Lot of record or the Director with any of these entities having the right to bring the action against a violating party. After the initial term, the Covenants and Restrictions may also be amended by a majority vote of Estate Lot Owners and the owners will be allowed one vote for each Estate Lot owned. Any person, partnership, corporation or other legal entity violating or attempting to violate any Covenant or Restriction set out herein shall be subject to damages for the violation or the cost of any remedy to cure the violation, including attorney fees, court costs and actual damage to the

**STUART MANOR ESTATES**  
**COVENANTS AND RESTRICTIONS**

5/31/2006  
Page 10 of 12

Developer, or Estate Lot Owner for the violation. Any violation or attempted violation may also be cured through injunctive relief to protect the respective Estate Lot Owners of the other Estate Lots in Stuart Manor Estates and the Developer. These Covenants and Restrictions shall inure to and be enforceable on any single family dwelling unit and any judgment for cost on account of the legal action brought to enforce said Restrictions and Covenants or any additional loss of time by the Developer or other expense in bringing the legal action, including all attorney fees for the plaintiff's attorney and other trial fees and appellate fees, all shall be attached to and become a lien in the event of an adverse judgment in favor of the plaintiff and against the defendant Estate Lot Owner. Included in the damages, which shall be recoverable under this section to the Developer, other Estate Lot Owners, will be the monies expended by the Developer and the Estate Lot Owners incurring violation or time and expenses which accrue in bringing an action to cure the violation.

**21. ESTATE LOT OWNERS:**

One Estate Lot Ownership shall exist for each parcel. "Ownership" shall mean all owners, whether legal or equitable and regardless of the number or form of tenancy. The Developer shall have one Estate Lot Ownership for each Estate Lot not sold. "Estate Lot" shall refer to that real estate labeled with a parcel number by Developer's survey. All Restrictions apply to all Estate Lots in Stuart Manor Estates.

**22. LEVIES AND ASSESSMENTS:**

In no event shall any assessment charge or levy, as provided below be levied against or be due from the Developer for unsold estate lots.

**23. ASSOCIATION MAINTENANCE LEVIES:**

The maintenance and repair levy shall be determined by the Director. The levies shall be divided and assessed among Estate Lot Owners as follows:

**A. INSURANCE:**

The Director shall determine the necessity for and amount of general liability coverage necessary to protect Estate Lot Owners from general, public access and use of the common areas of North Manor Lane and its easements. It is expressly understood that any such policy shall be for general liability protection for all Estate Lot Owners, and not for property damage claims. The cost of any such insurance policy shall be divided and assessed equally among all Estate Lots in Stuart Manor Estates. A photocopy of any such insurance policy shall be available to all Estate Lot Owners.

CHICAGO TITLE



**STUART MANOR ESTATES  
COVENANTS AND RESTRICTIONS**

5/31/2006  
Page 11 of 12

**B. LANDSCAPE:**

Improvement costs and general maintenance costs for common areas and easements shall be divided and assessed equally among all Estate Lots in Stuart Manor Estates

**C. NORTH MANOR LANE MAINTENANCE:**

Maintenance cost for existing blacktop driveway known as North Manor Lane & grass strips on either side, and maintenance costs for associated drainage structures constructed within the fifty (50) foot wide access, drainage and utility easements thereon shall be shared on a share and share-alike basis among all owners of estate lots. The Director shall determine the type and amount of maintenance including but not limited to: repair and reconstruction of the roadway; maintenance repair and replacement of drainage swales and pipes; and snow removal.

**D. EXCEPTIONAL DAMAGE ASSESSMENT:**

In the event the common driveway or easement area is damaged or destroyed by an Owner or any of his guests, tenants, lessees, licensees, agents or member of his family, such owner will be solely obligated and at his own expense to repair said damaged area within a reasonable period of time which shall not exceed three (3) months, and in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently. In the event that the responsible Estate Lot Owner does not make said repairs in the specified time, the Director shall have the authority to cause such repairs to be made and, thereafter, assess the entire expense for said repairs entirely to the responsible Estate Lot Owner. Failure of payment for any such Exceptional Damage Assessment is entire subject to lien action by the Director.

**24. LIEN:**

It will be the responsibility of the Director to determine the amount of all annual levies and to present a bill for such levies to each Estate Lot Owner by April 15<sup>th</sup> of each calendar year. All road levies, insurance levies, and other assessments shall be due and payable on or before May 15<sup>th</sup> of each calendar year. If not fully paid on or before June 1<sup>st</sup> of each calendar year, there shall be a lien upon the real estate of the Estate Lot Owner which may be foreclosed in the name of the Director by Judicial proceedings as real estate mortgages are foreclosed, together with prejudgment interest, attorney fees and costs of collection, without relief from valuation and appraisal laws. The Director shall cause a list of delinquencies to be prepared each year as of June 15<sup>th</sup> and record the same by last known name(s) of owners of record as set out in the notice in Miscellaneous Records of the Recorder's Office.

11

**STUART MANOR ESTATES**  
**COVENANTS AND RESTRICTIONS**

5/31/2006

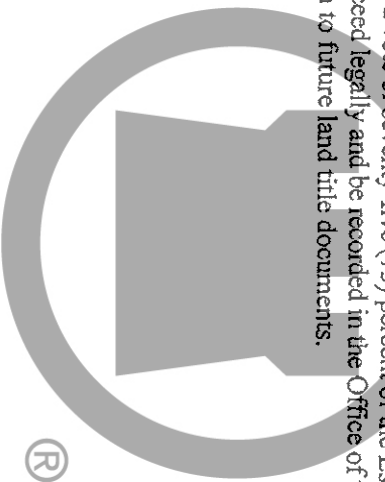
Page 12 of 12

**25. DATE:**

These Covenants and Restrictions shall be in full force and effect upon the recordation of this deed and shall continue until July 2031, and thereafter until terminated or amended by a seventy-five (75) percent written vote by all of the Estate Lot Owners.

**26. AMENDMENTS TO COVENANTS:**

These Covenants and Restrictions are for the preservation, improvement and maintenance of the properties and for the protection of property owners. They are meant to insure a commonality among property owners and to insure the integrity of the property against possible future abuses and/or neglect. However, if in the future, there is disagreement with specific items within these Covenants and Restrictions, it is possible for the Estate Lot Owners to amend this document by a vote of seventy-five (75) percent of the Estate Lot Owners. Any such amendment must proceed legally and be recorded in the Office of the Recorder of Morgan County and attach to future land title documents.



**CHICAGO TITLE**

MARKINGS WERE ADDED TO THIS  
PAGE TO ENABLE THE SCANNER  
TO PICK UP THE IMAGE

12

DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, known as Stuart Manor Estates, is hereby so declared and executed by the undersigned, Charles L. Stuart, owner of said property, this 8<sup>th</sup> day of May, 2006.

Charles L. Stuart  
Charles L. Stuart,  
Owner/Developer

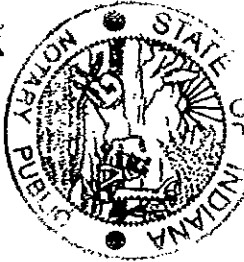
State of Indiana )  
                          )  
County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Charles L. Stuart, and acknowledged the execution of this instrument to be their voluntary act and deed.

Witness my Hand and Seal this 8<sup>th</sup> day of May, 2006. ®

Lisa L. Ziesler  
Signature of Notary Public  
CHICAGO  
LISA L. ZIESLER  
Printed Name of Notary Public

Resident of Hendricks County of St Indiana Commission Expires: April 2, 2014



Prepared By: Lisa Ziesler  
Holloway Engineering

OK



MORGAN COUNTY RECORDER

PAMELA KIVETT

CSD Date 04/09/2010

Time 12:47:28

RECORDING:

14.00

I 201002922

Page 1 of 2

2

### AFFIDAVIT FOR CORRECTION OF PLAT ERROR ON STUART MANOR ESTATES

I, Ross O. Holloway, Indiana Registered Land Surveyor Number S0530, hereby state and affirm the following:

1. That, the plat for Stuart Manor Estates, was prepared under my direct supervision and that I personally certified the plat as recorded in Instrument #200607563 in the Office of the Recorder of Morgan County, Indiana.
2. That, there is an error in the line table, error being the call for "L4", the bearing and distance for said L4 should be as follows; *South 30 degrees 34 minutes 31 seconds East, 17.72 feet.*
3. That, there is an error in the curve table, error being the call for "C1", the curve calls for said C1, should be as follows; *a delta angel of 29 degrees 37 minutes 33 seconds, a radius of 175.00 feet, an arc length of 90.49 feet and a tangent of 46.28 feet.*

CHICAGO TITLE

Ross O. Holloway

ml.np.

1

State of Indiana )  
 ) SS:  
County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Ross O. Holloway, and acknowledged the above statements to be correct facts of survey and that this instrument is his voluntary act and deed.

Witness my Hand and Seal this 21<sup>st</sup> day of March, 2010.



Ross O. Holloway  
Signed Notary Public

Lisa L. Zemer  
Printed or Typed

Resident of Hendricks County

My Commission Expires: April 2, 2014

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Ross O. Holloway  
Signature

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer

This Instrument Prepared by: **Jennifer Plummer**  
Holloway Engineering  
PO Box 234  
Mooreville, IN 46158

Bonnie Adams  
MORGAN COUNTY AUDITOR

APR 09 2010

2